



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 12, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 November 12, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**DELEGATE AUTHORITY FOR  
THE COUNTY OF LOS ANGELES TO  
ENTER INTO MEMORANDUMS OF UNDERSTANDING  
AND ANY NECESSARY AMENDMENTS FOR THE IMPLEMENTATION OF  
COORDINATED INTEGRATED MONITORING PROGRAMS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

This action is to authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles, cost-sharing Memorandums of Understanding, including necessary amendments, for the implementation of Coordinated Integrated Monitoring Programs with other participating Permittees under the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit. Implementation of the aforementioned programs enables compliance with the Municipal Separate Storm Sewer System Permit.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions in the recommendation below are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Director of Public Works or her designee to execute on behalf of the County of Los Angeles, cost-sharing Memorandums of Understanding, including necessary amendments, provided that the County's estimated average annual cost-share for each Memorandum of Understanding, including amendments and a 10 percent contingency, does not exceed \$750,000 per year, and an aggregate \$3.5 million per year. The Memorandums of Understanding are for the implementation of Coordinated Integrated Monitoring Programs to comply with the National Pollutant Discharge

Elimination System Municipal Separate Storm Sewer System Permit.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 28, 2012, the current National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) became effective. Unlike previous permit iterations, this MS4 Permit encourages the 86 Permittees, including the County of Los Angeles (County), to collaborate with one another in complying with the Permit. Coordinated Integrated Monitoring Programs (CIMPs) are an alternative to individual efforts to comply with the monitoring requirements of the MS4 Permit.

On June 18, 2013, the Board authorized Public Works to submit letters to the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), stating the County's intent to participate in the development of various Enhanced Watershed Management Programs (EWMPs), Watershed Management Programs (WMPs), and CIMPs.

On July 30, 2013, the Board authorized the County to enter into cost-sharing Memorandums of Understanding (MOUs) with other Permittees for the development of EWMPs, WMPs, and CIMPs. A total of 70 Permittees formed 12 EWMP groups and 7 WMP groups. Each of these groups has also developed a CIMP, for a total of 19 CIMPs. The County is participating in 12 of the 19 CIMPs.

On June 4, 2014, the Board authorized Public Works to approve and submit a WMP and CIMPs to the Regional Board on behalf of the County.

By June 30, 2014, the 11 EWMP and 1 WMP groups that the County is participating in submitted their CIMPs to the Regional Board for review and approval. Upon the Regional Board's approval of each CIMP, each group will be required to implement its approved CIMP within 90 days. It is currently unknown when the Regional Board will approve each CIMP, or if the CIMPs will be approved with additional conditions. In view of the 90-day implementation requirement, the County must be prepared to quickly mobilize implementation efforts, however, that can only happen after entering into cost-sharing MOUs with other Permittees to provide funding for implementation of each CIMP. The MOUs will be between the County and other participating Permittees in various watershed groups that have formed to collaboratively implement the aforementioned programs. The term for the MOUs will be 3 to 5 years from the date of execution, depending on the watershed group. Participating in these MOUs is part of the County's ongoing program to comply with its obligations under the MS4 Permit.

The purpose of the recommended actions is to find the MOUs exempt from the California Environmental Quality Act (CEQA); and to authorize the Director of Public Works or her designee, on behalf of the County, to execute cost-sharing MOUs substantially similar to the enclosed MOU, and necessary amendments, for implementation of each of the CIMPs to comply with the MS4 Permit. As shown in Enclosure A, the County's estimated average annual cost for each MOU includes necessary amendments and a 10 percent contingency. Delegated authority is for the CIMPs that will not exceed an average annual cost of \$750,000, and an aggregate annual cost of \$3.5 million. The MOUs will establish cost-sharing amounts from participants and will identify water quality monitoring responsibilities and other required CIMP activities. The term of the MOUs will be 3 to 5 years from the date of execution, depending on the watershed management group. Examples of potential amendments to the initial MOUs include, but are not limited to the following: changes to the number of Permittees participating in a watershed group, substantial changes to the Scope of Work due to environmental requirements, significant comments on the submitted CIMP from the Regional Board,

and clarifications of the MS4 Permit requirements by the Regional Board.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). The MOUs support the capacity to sustain essential services through proactive and prudent fiscal policies and stewardship by the development of cooperative partnerships with local agencies to effectively leverage our resources using a collaborative effort. Also, the implementation of the CIMPs fulfills the requirements under the MS4 Permit to assess the quality of stormwater and urban runoff and will ultimately improve the quality of life for communities.

### **FISCAL IMPACT/FINANCING**

Each CIMP proposes collaborative monitoring, reporting, and recordkeeping programs to comply with the MS4 Permit. The County's estimated average annual cost share for CIMP implementation in each MOU covered by this Board action will not exceed \$750,000, and the estimated annual cost to the County for all of the monitoring associated with these CIMP MOUs will not exceed \$3.5 million. The estimated cost range for each MOU is \$15,000 to \$750,000 per year. As shown in Enclosure A, it is currently estimated that this Board action will be applicable to CIMP implementation MOUs for 10 EWMP groups and 1 WMP group. This not-to-exceed average annual cost includes contract administration, consultant support, and contingencies.

The Public Works General Fund Fiscal Year 2014-15 Budget includes \$13 million net County cost for the Unincorporated Area Stormwater Program; up to \$3.5 million of these funds may be utilized for the CIMPs and will continue to be considered during the annual budget process to determine if sufficient funding is available for the Unincorporated Area Stormwater Program requirements. Funding for the MOUs for subsequent Fiscal Years will be requested through the annual budget process.

The County's and other participating Permittees' final cost-share amounts to implement the CIMPs will be agreed upon and reflected in each MOU. The Los Angeles County Flood Control District will contribute 5 percent of the total MOU cost. The remaining cost will be distributed among the remaining participating Permittees, such as the County, based on their tributary land area within each watershed management group at the time each MOU is executed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Each MOU will identify the party that will act as Contract Administrator and will be responsible for consultant contract administration on behalf of the MOU participants. The County will act as Contract Administrator to implement the CIMPs for several watershed management groups, and per the MOU, will be reimbursed at the rate of no more than 10 percent of the cost of the CIMP implementation. All MOUs will identify the estimated not-to-exceed average annual cost, including contingencies, to the County and each of the other parties to the MOU. If any proposed amendments to this MOU would exceed the total authorization in this Board letter, we will return to the Board to request additional funds beyond the authorization obtained through this action.

Upon the Board's delegation of authority, the MOU, in a form substantially similar to the enclosed, will be subsequently reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works or her designee.

**ENVIRONMENTAL DOCUMENTATION**

The proposed cost-sharing MOUs to implement the CIMPs are categorically exempt from CEQA. The MOUs set forth how the participating Permittees will fund the required CIMP implementation, which consists primarily of collecting water quality samples from existing facilities. Implementation of the CIMPs may also involve the installation of monitoring devices for data collection, research, experimental management, and resource evaluation activities that will not result in a serious or major disturbance to an environmental resource. Implementation may also involve shallow trenching and backfilling. These activities are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria of Sections 15304 and 15306 of the CEQA Guidelines and Classes 4 and 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. These activities are part of studies leading to possible future actions, which the County has not approved, adopted, or funded. There are no known cumulative impacts, unusual circumstances, or other limiting factors that would make these exemptions inapplicable, based on the project records.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:ARG:ba

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
THE COUNTY OF LOS ANGELES, AND  
THE CITIES OF A AND B**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING  
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)  
FOR THE \_\_\_\_\_ WATERSHED**

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF A AND B (CITIES), municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

**WITNESSETH**

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the \_\_\_\_\_ Watershed Management Area(s); and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on \_\_\_\_\_ to collaborate in the development of a Coordinated Integrated Monitoring Program (CIMP) for the \_\_\_\_\_ Watershed(s); and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June \_\_, 2014 and is anticipated to be approved by the Regional Board; and

WHEREAS, the PARTIES propose to hire a CONSULTANT as set forth in Section 6(a), below, to implement the CIMP, which for the purposes of this MOU, also includes the preparation of any reports required by the CIMP, and any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring a CONSULTANT to implement the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to (City of \_\_\_\_ or COUNTY), who will act on behalf of the PARTIES to contract with a CONSULTANT for the implementation of the CIMP; and

WHEREAS, the PARTIES collaboratively prepared a Scope of Work to obtain the CONSULTANT to assist the PARTIES with implementing the CIMP, as specified in the Scope of Work, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of implementing the CIMP, as shown in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 2 of Exhibit A of this MOU; and

WHEREAS, the PARTIES have agreed that the total cost for implementing the CIMP shall not exceed \$\_\_\_\_, which includes a five percent (5%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the CIMP and to coordinate the payment and performance of the monitoring services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY (EFFECTIVE DATE), and shall remain in effect for five years from the EFFECTIVE DATE.

Section 6. The (City of \_\_\_\_ or COUNTY) agrees:

- a. Consultant Services. To select a CONSULTANT for implementing the CIMP in accordance with the Scope of Work, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. (City of

\_\_\_\_ or COUNTY) will be compensated for the administration of the consultant contract at a rate of five percent (5%) of each PARTY'S contract cost as described in Table 2 of Exhibit A. (City of \_\_\_\_ or COUNTY) will comply with all procurement requirements applicable to said selection.

- b. LACFCD Facilities/Mass Emissions Stations. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), and for additional monitoring at LACFCD's seven Mass Emissions Stations (MES), provided the (City of \_\_\_\_ or COUNTY) and its CONSULTANT provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES prior to submittal to the Regional Board for review and comment. (City of \_\_\_\_ or COUNTY) will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the CONSULTANT. In addition, (City of \_\_\_\_ or COUNTY) will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 3 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued upon the execution of this MOU by all PARTIES or in January 2015, whichever comes first. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant contract and the implementation of the CIMP. (City of \_\_\_\_ or COUNTY) will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Contingency. (City of \_\_\_\_ or COUNTY) will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse (City of \_\_\_\_ or COUNTY) for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 3 of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.

- g. Termination. To provide an accounting upon termination of this MOU. At the completion of the accounting, (City of \_\_\_\_ or COUNTY) shall return any unused portion of all funds deposited with (City of \_\_\_\_ or COUNTY) in accordance with the cost allocation formula set forth in Table 2 of Exhibit A.
- h. Permit. To make a full-faith effort to work with the CONSULTANT to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 7. The LACFCD agrees:

- a. LACFCD Mass Emissions Stations (MES) Monitoring. To provide available monitoring data from the seven existing MES owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.
- b. Additional Monitoring at LACFCD Mass Emissions Stations. To coordinate with (City of \_\_\_\_ or COUNTY) for additional monitoring required by the CIMP at its seven MESSs.
- c. Access to LACFCD Facilities/Mass Emissions Stations. To grant access to (City of \_\_\_\_ or COUNTY) and its CONSULTANT to LACFCD FACILITIES, including LACFCD's seven MESSs, to achieve the purposes of this MOU, provided the (City of \_\_\_\_ or COUNTY) and its CONSULTANT obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.

Section 8. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay (City of \_\_\_\_ or COUNTY) for their proportional share of the estimated cost for the implementation of the CIMP and contract administration not exceeding the invoice amounts as shown in Table 3 of Exhibit A, within sixty (60) days of receipt of the invoice from (City of \_\_\_\_ or COUNTY). The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in section 6(f).
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CONSULTANT that is deemed necessary by the PARTIES to implement the CIMP.



- c. Access. Each PARTY will allow reasonable access and entry to the (City of \_\_\_\_\_ or COUNTY) and its CONSULTANT, on an as needed basis during the term of this MOU, to each PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CONSULTANT shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the CONSULTANT to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY'S jurisdiction.

#### Section 9. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

#### Section 10. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

- b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the CIMP implementation cost through the end of the current monitoring year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15, the withdrawing PARTY shall also be responsible for its share of the CIMP implementation costs through the end of the following monitoring year (e.g., If a PARTY withdraws on December 16, 2015, said PARTY is responsible for its share of costs for both monitoring year 2015-2016 and monitoring year 2016-2017. If the same PARTY withdraws on or before December 15, 2015, said PARTY is responsible for costs only for monitoring year 2015-2016, not for monitoring year 2016-2017). Such CIMP implementation costs shall include the remaining fees of any Consultant retained by (City of \_\_\_\_ or COUNTY) through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the sixtieth day after (City of \_\_\_\_ or COUNTY) receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the CIMP implementation costs incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.
- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- d. The (City of \_\_\_\_ or COUNTY) shall notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Table 2 of Exhibit A, subject to annual funding availability. If the increase is more than the 10 percent contingency, an amendment to this MOU must be executed to reflect the change in PARTIES and cost share.

## Section 11. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a) or withdraws pursuant to Section 10(b).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

//  
//  
//

P:\wmpub\General\CIMP Implementation\Sample MOU\2014 09 02 CIMP MOU Template\_attach to umbrella BL.docx

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
GAIL FARBER, Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

DRAFT

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
GAIL FARBER, Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By \_\_\_\_\_  
Senior Associate

\_\_\_\_\_  
Date

DRAFT

**CITY OF A**

Date: \_\_\_\_\_

By: \_\_\_\_\_

DRAFT

**CITY OF B**

Date: \_\_\_\_\_

By: \_\_\_\_\_

DRAFT



**EXHIBIT A**  
 \_\_\_\_\_ Watershed  
 Funding Contributions for CIMP Implementation

**Table 1. Total CIMP Implementation Costs**

<b>Deliverable</b>	<b>FY 2014-15 Estimated Cost</b>	<b>FY 2015-16 Estimated Cost</b>	<b>FY 2016-17 Estimated Cost</b>	<b>FY 2017-18 Estimated Cost</b>	<b>FY 2018-19 Estimated Cost</b>
Receiving Water Monitoring					
Outfall Monitoring					
TMDL Monitoring					
Project Management & Reports Preparation					
Operation & Maintenance of Monitoring Stations					
<b>Subtotal</b>					
Contract Administration (5%)					
<b>Annual Cost</b>					

**Table 2. Cost Allocation Formula**

<b>Party</b>	<b>Acres</b>	<b>Percent of Area</b>	<b>Cost based on Acres</b>	<b>Contract Administration (5 percent)</b>	<b>Total Cost</b>
County of Los Angeles	3	30			
City of A	3	30			
City of B	4	40			
LACFCD (5%) <sup>1</sup>	N/A	N/A			
<b>Total</b>	<b>10</b>	<b>100</b>			

1. Los Angeles County Flood Control District's cost share equals 5% of total contracted costs; the remaining costs are then divided by the land area

**Table 3. Invoicing Schedule**

Party	FY 2014-15		FY 2015-16		FY 2016-17		FY 2017-18		FY 2018-19	
	Invoice Amount	Contingency <sup>1</sup>	Invoice Amount	Contingency <sup>1</sup>	Invoice Amount	Contingency <sup>1</sup>	Invoice Amount	Contingency <sup>1</sup>	Invoice Amount	Contingency <sup>1</sup>
LACFCD										
County of Los Angeles										
City of A										
City of B										
<b>Total</b>										

1 – Contingency is 10% of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed in writing by all PARTIES.

## EXHIBIT B

\_\_\_\_\_ Watershed CIMP Implementation Group  
Responsible Agencies Representatives

1. County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Angela George  
E-mail: AGEORGE@dpw.lacounty.gov  
Phone: (626) 458-4325  
Fax: (626) 457-1526
2. Los Angeles County Flood Control District  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Terri Grant  
E-mail: TGRANT@dpw.lacounty.gov  
Phone: (626) 458-4309  
Fax: (626) 457-1526
3. City of A
4. City of B

**Enclosure A**  
**County of Los Angeles**  
**CIMP Contribution – Estimated Annual Average**

<b>Group No.</b>	<b>WMP/EWMP Group</b>	<b>Estimated Annual Average Cost (FY 14/15 - FY 18/19)</b>
1	Upper Santa Clara River Watershed	\$365,000
2	Upper Los Angeles River Watershed Group	\$240,000
3	Los Angeles River Upper Reach 2 Sub Watershed	N/A
4	Lower Los Angeles River Watershed	N/A
5	Rio Hondo/San Gabriel River Water Quality Group	\$120,000
6	Upper San Gabriel River	\$315,000
7	East San Gabriel Valley Watershed Management Area	N/A
8	Lower San Gabriel River	N/A
9	Los Cerritos Channel Watershed Group	N/A
10	Malibu Creek Watershed Group	\$585,000
11	Marina del Rey	\$750,000
12	North Santa Monica Bay Coastal Watersheds	\$580,000
13	Santa Monica Bay Jurisdictions 2 & 3	\$15,000
14	Beach Cities Watershed Management Group	N/A
15	Peninsula EWMP Agencies	\$20,000
16	Ballona Creek	\$45,000
17	Dominguez Channel Watershed Management Area Group	\$385,000
18	Alamitos Bay/Los Cerritos Channel Group	\$80,000
19	Santa Monica Bay Jurisdictional Group 7	N/A
<b>Total</b>		<b>\$3,500,000</b>

N/A = The County is not participating in these WMP/EWMP Groups.